UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 02-12102-RWZ

STORAGE TECHNOLOGY CORPORATION
d/b/a STORAGETEK

v.

CUSTOM HARDWARE ENGINEERING &
CONSULTING, INC., and DAVID YORK

PRELIMINARY INJUNCTION ORDER

July 2, 2004

ZOBEL, D.J.

Based on the Memorandum of Decision dated July 2, 2004,

IT IS HEREBY ORDERED that:

I.   The defendant, Custom Hardware Engineering & Consulting, Inc. ("CHE"), a corporation, and each and all of its shareholders, officers, agents, representatives, past and present employees, attorneys, successors and assigns, and any and all persons in active concert or participation with CHE including defendant David York, or with any of these described persons, who have received actual notice of this consent decree by personal service or otherwise, are hereby restrained and enjoined from circumventing Storage Technology Corporation ("StorageTek")'s GetKey process; and copying in whole or in part StorageTek's Code in order to gain access to any portion of StorageTek's Maintenance Code, where Maintenance Code is defined as any portion of the code whose only purpose is to support maintenance functionality above Maintenance Level zero. Furthermore, CHE and all other persons described in this

paragraph, are restrained and enjoined from using or executing any of the operations

that are activated when the Maintenance Level is set at any level above zero.

Specifically, defendant CHE and all other persons described in this paragraph shall not

do any of the following acts:

A. Powering on the Management Unit and/or the Control Unit or the Storage

Module if one of the purposes of powering on the unit is to reset the

Maintenance Level.

B. Using any hardware or software, including without limitation the "LEM" or

"ELEM," by any process or method, to communicate with and/or inform the

Control Unit that it should return Event Messages about the inner workings

of the Storage Module or the Control Unit to the Management Unit.

C. Deceiving the Control Unit into acting as though the Maintenance Level is

set to other than Zero.

D. Circumventing the "GetKey" protections by any means - including

calculation of registration numbers using StorageTek equipment serial

numbers and "checksum" - to access Maintenance Levels other than zero.

E. Causing the Control Unit and/or Management Unit to internally copy,

transfer, store and/or display Event Messages, dump diagnostic

information, or fault symptom code information.

F. Copying any of the Maintenance Code that is contained in the copyright

registrations listed below:

TX Number	Title of Work
TXu 591-072	4430 LMU Functional and Diagnostic Microcode Release Level 3.6.51, 4411 LCU Functional and Diagnostic Microcode Release Level 3.6.50, and 9311 LCU Functional and Diagnostic Microcode Release Level 2.0.10
TXu 591-075	4430 LMU Functional and Diagnostic Microcode Release Level 3.2
TXu 591-073	4430 LMU Functional and Diagnostic Microcode Release Level 3.4, 4411 LCU Functional and Diagnostic Microcode Release Level 1.05
TX5 654-520	4430 Source Code Version 4.0.07
TX5 654-523	4430 Source Code Version 4.3.07
TX5 654-519	4430 Source Code Version 4.4.00
TX5 788-632	4430 Object Code Version 1.0.E
TX5 654-518	9330 LMU Hardware Microcode 1.0.15
	9330 LMU Hardware Microcode 1.1.20
	9330 LMU Hardware Microcode 1.6.11
TX5-654-522	9330 LMU Hardware Microcode 1.7.03
TX5-545-368	9330 Library Management Unit Hardware Microcode
TX5-654-521	9330 LMU Hardware Microcode 2.0.20
TX5-814-538	9330 LMU Hardware Microcode 1.2.02
TX5-704-840	9311 LCU Source Code Version 2.1.09
TX5-704-841	9311 LCU Source Code Version 3.0.11
TX5-656-769	9311 LCU Source Code Version 3.2.03
TX5-656-765	9311 LCU Source Code Version 3.5.17
TX5-656-767	9311 LCU Source Code Version 3.6.08
TX5-656-770	9311 LCU Source Code Version 3.7.02
TX5-656-766	9311 LCU Source Code Version 3.8.04
TX5-656-771	9311 LCU Source Code Version 4.1.02
TX5-656-768	9311 LCU Source Code Version 4.2.01
TX5-814-537	9311 LCU Source Code Version 2.2.01
TX5-814-536	9311 LCU Source Code Version 3.9.05

G. Using Maintenance Code at any level above zero in performing services for any customer including, without limitation, customers who have a contract with StorageTek that states that StorageTek is the owner of the Maintenance Code.

H. Causing Maintenance Code to activate within the Control Unit such that the Control Unit sends Event Messages along the LAN wire toward the Management Unit.

I. Capturing the Event Messages sent by the Control Unit and intended for the Management Unit in a StorageTek Silo System, i.e., diverting the Event Messages to any device other than the Management Unit and preventing the Event Messages from reaching the Management Unit.

J. Monitoring the Event Messages, sent by the Control Unit and intended for the Management Unit in a StorageTek Silo System, i.e., observing the Event Messages during transmission, without preventing them from reaching the Management Unit.

K. Copying the Event Messages, sent by the Control Unit and intended for the Management Unit in a StorageTek Silo System.

L. Translating the numeric Event Messages sent by the Control Unit into human-readable text.

M. Causing the generation of and/or copying, transferring, storing and/or displaying the system failure dump logs.

N. Activating, deriving benefit from, using, copying, or creating any aspect of a program from the run-time diagnostics contained within the Control Unit or Management Unit codes.

O. Displaying StorageTek Event Messages or any translation of those messages on any CHE user interface.

P. Accessing, using and/or copying any portion of the Event Messages.

Q. Creating a program based, in whole or in part, upon copying StorageTek's Maintenance Code, or any excerpt or portion thereof that is necessary to a function of the Maintenance Code including, but not limited to, the Event Messages.

R. Circumventing StorageTek's GetKey in order to access Maintenance Code, including accessing Event Messages, dump diagnostic information, fault symptom code information and/or in order to run protected diagnostic tests.

II. Within fifteen (15) days after the date of entry of this Preliminary Injunction, CHE shall do the following:

A. Provide a copy of Section V of this Preliminary Injunction, by personal service or by registered mail, to each and all of its officers, agents, representatives, past and present employees, attorneys, successors, assigns, and any and all persons in active concert of participation with them, or any of them;

B. Provide counsel for Storage Technology Corporation, Inc., Charles W. Steese, Steese & Evans, P.C., 6400 S. Fiddlers Green Circle, Suite 1820, Denver, Colorado, 80111, with an affidavit stating the fact and manner of compliance with paragraph A above and identifying the names, addresses, and positions of all persons notified under paragraph A above.

III. If CHE violates this Preliminary Injunction and is found in civil or criminal contempt thereof, CHE shall, in addition to other remedies, reimburse StorageTek for its reasonable attorney fees and costs relating to such contempt proceedings.

IV. Within fifteen (15) days of the date of entry of this Preliminary Injunction, CHE shall notify, by letter, all of its customers for which CHE maintains StorageTek equipment that, pursuant to an order of this Court, CHE cannot continue to perform its contracts to maintain StorageTek Silo Systems using the LEM, ELEM, or any other technology that requires the Maintenance Level to be set at anything other than zero, or that manipulates the Silo System to act as though the Maintenance Level is set at anything other than zero, or that in any way intercepts transmission of Event Messages, or any excerpt of the Maintenance Code, within the StorageTek Silo Systems.

V. Within thirty (30) days of the date of entry of this Preliminary Injunction, CHE shall provide to the above-named counsel for StorageTek, an affidavit stating the fact and means of its compliance with paragraph IV. The affidavit shall identify the names, addresses, and positions of all persons notified pursuant to paragraph IV, and shall include a copy of each letter sent pursuant to paragraph IV.

VI. CHE shall immediately cease and discontinue representing to customers or potential customers that it is capable of lawfully performing maintenance services on StorageTek Silo Systems using its LEM, ELEM, or any other technology that requires the Maintenance Level to be set at other than zero, or manipulates the Silo System to act as though the Maintenance Level is set at other than zero, or that in any way intercepts transmission of Event Messages, or any other excerpt of Maintenance Code, within the StorageTek Silo Systems.

VII.   Within fifteen (15) days of date of entry of this Preliminary Injunction, CHE shall impound all copies of the Maintenance Code or excerpts thereof, LEM code, ELEM code, and any and all LEM or ELEM hardware or software, and hold them pending further order of the Court.

VIII.   Within thirty (30) days of the date of entry of this Preliminary Injunction, CHE shall provide to the above-named counsel for StorageTek, an affidavit stating the fact and means of its compliance with paragraph VII.

IX.   Within fifteen (15) days of date of entry of this Preliminary Injunction, CHE shall notify, by letter, and provide a copy of Section V of this Preliminary Injunction by personal service, or by registered mail, to any persons to whom CHE has provided the LEM, ELEM, or any aspect of them, whether in the United States or elsewhere, that pursuant to an order of this Court, they are permanently enjoined from doing any and all of the acts described in this Order.

X.   Within thirty (30) days of the date of entry of this Preliminary Injunction, CHE shall provide to the above-named counsel for StorageTek, an affidavit stating the fact and means of its compliance with paragraph IX and identifying each person to whom CHE has provided the LEM, ELEM, or any aspect of them, including such person's last known address.

XI.   This Court retains jurisdiction over this action and parties hereto for the purposes of enforcing and modifying this Preliminary Injunction and granting such additional relief as the Court may find appropriate.

	/s/ Rya W. Zobel
DATE	RYA W. ZOBEL UNITED STATES DISTRICT JUDGE